

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE SQUIRRELS RESEARCH LABS LLC, *ET*
*AL.*¹

Debtors

CASE No. 21-61491-RK
(JOINTLY ADMINISTERED)
CHAPTER 11
SUBCHAPTER V
JUDGE KENDIG

**MOTION OF SUBCHAPTER V TRUSTEE TO EMPLOY INGLEWOOD ASSOCIATES LLC AS
FINANCIAL ADVISOR**

Frederic P. Schwieg, Subchapter V Trustee (the “Trustee”), pursuant to the Plan of Liquidation [Doc. 169] filed on February 21, 2022 and amended on June 2, 2022 [Doc. 237] (the “Plan”) by Squirrels Research Labs LLC (the “Debtor”) moves this Court for an order authorizing him to employ of Inglewood Associates LLC (“Inglewood”) as financial advisors.

Necessity for Employment. Pursuant to the Plan the Trustee is to investigate and if necessary, pursue transfers to insiders of the Debtor. This will require financial analysis of the Debtor’s books and records. The particular services are detailed in the engagement agreement attached hereto as Exhibit A.

Person to be Employed. The Trustee seeks to employ Inglewood as his financial advisor.

Reasons for Selection. Inglewood has been selected by the Trustee to perform these services because Inglewood has extensive expertise in providing financial advisory services to Debtors and Trustees generally in commercial bankruptcy matters.

Professional Services to be Rendered. The professional services Inglewood shall render consist of general financial analysis services and financial projections for plan purposes and assisting the Trustee in establishing the financial status of the Debtor and, if necessary,

¹ The “Debtors” in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Squirrels Research Labs LLC (9310), case no. 21-61491 and The Midwest Data Company LLC (1213), case no. 21-61492.

insiders of the Debtor.

Proposed Arrangement for Compensation and Inglewood's Connections with Other

Entities. The Trustee proposes to pay Inglewood on an hourly basis. Inglewood's hourly rates vary based on experience: John K. Lane and Thomas P. Furnas as Managing Directors at \$295.00 an hour, Scott D. McGurk as Principal at \$250.00 an hour and, as needed, data management at \$120.00 an hour. Most of the work on this matter will be handled by Messers K. Lane, Furnas, and McGurk.

Inglewood has no relationship with any creditors of the estate as set forth on the attached verified statement of John K. Lane.

THEREFORE, the Trustee respectfully requests that this Court enter an order authorizing the retention of Inglewood Associates LLC as financial advisor to the Trustee to perform the services necessary for the effective administration of the estate.

Respectfully submitted,
/s/ Frederic P. Schwieg, Esq.

Frederic P. Schwieg, Esq. (0030418)

Attorney at Law
19885 Detroit Rd. 3239
Rocky River, OH 44116
(440) 499-4506
(440) 398-0490
fschwieg@schwieglaw.com

NOTICE

Pursuant to Local Bankruptcy Rule 9013-1, any objection to this application must be filed within 14 days from the date of service as set forth on the certificate of service. If no response or objection is timely filed, the Court is authorized to grant the relief requested without further notice.

CERTIFICATE OF SERVICE

A copy of this Motion to Employ Financial Advisor was served by was electronically transmitted on or about the date filed via the Court's CM/ECF system to the following who are listed on the Court's Electronic Mail Notice list

John C. Cannizzaro on behalf of Interested Party Instantiation LLC
John.Cannizzaro@icemiller.com, lauren.prohaska@icemiller.com

Nicholas Paul Capotosto on behalf of Debtor Squirrels Research Labs LLC
ncapotosto@brouse.com, tpalcic@brouse.com

Nicholas Paul Capotosto on behalf of Plaintiff Squirrels Research Labs LLC
ncapotosto@brouse.com, tpalcic@brouse.com

Christopher Paul Combest on behalf of Creditor Avnet, Inc.
christopher.combest@quarles.com

John G. Farnan on behalf of Creditor Cincinnati Insurance Company
jfarnan@westonhurd.com

Robert E. Goff, Jr. on behalf of Creditor Cincinnati Insurance Company
rgoff@westonhurd.com, jroberts@westonhurd.com

Steven Heimberger on behalf of Interested Party SCEB, LLC
sheimberger@rlblp.com, HeimbergerSR82735@notify.bestcase.com

Jeannie Kim on behalf of Interested Party Instantiation LLC
JeKim@sheppardmullin.com, dgatmen@sheppardmullin.com

Marc Merklin on behalf of Debtor Squirrels Research Labs LLC
mmerklin@brouse.com, tpalcic@brouse.com; mmiller@brouse.com

Marc Merklin on behalf of Plaintiff Squirrels Research Labs LLC
mmerklin@brouse.com, tpalcic@brouse.com; mmiller@brouse.com

David M. Neumann on behalf of Creditor Envista Forensics, LLC d/b/a AREPA
dneumann@meyersroman.com, jray@meyersroman.com; mnowak@meyersroman.com

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pschumacher@dmclaw.com, tgross@dmclaw.com

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fschwieg@schwieglaw.com

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Bryan Sisto on behalf of Creditor Carl Forsell
bsisto@fbtlaw.com

Richard J. Thomas on behalf of Creditor Premier Bank
rthomas@hendersoncovington.com, dciambotti@hendersoncovington.com

Joshua Ryan Vaughan on behalf of Creditor Ohio Bureau of Workers Compensation
jvaughan@amer-collect.com, SAllman@AMER-COLLECT.COM; HouliECF@aol.com

Julie K. Zurn on behalf of Debtor Squirrels Research Labs LLC
jzurn@brouse.com, tpalcic@brouse.com

Julie K. Zurn on behalf of Debtor The Midwest Data Company LLC
jzurn@brouse.com, tpalcic@brouse.com

Julie K. Zurn on behalf of Plaintiff Squirrels Research Labs LLC
jzurn@brouse.com, tpalcic@brouse.com

Kate M. Bradley ust44 on behalf of U.S. Trustee United States Trustee
kate.m.bradley@usdoj.gov

Via Email;
John Lane
jlane@ingw.com

/s/ Frederic P. Schwieg, Esq.

Frederic P. Schwieg, Esq.



August 26, 2022

Frederic P. Schwieg, Esq.
Subchapter V Trustee for Squirrels Research Labs LLC, et al.
19885 Detroit Rd. 3239
Rocky River, OH 44116

This agreement is entered into effective as of the 26th day of August, 2022 and confirms the engagement of Inglewood Associates LLC (“Inglewood”) by Frederic P. Schwieg, Esq. in his capacity as Subchapter V Trustee for Squirrels Research Labs LLC, et al. (collectively “Client”) to serve as his Financial Advisors (“Engagement”).

1. SERVICES TO BE RENDERED

Inglewood is being retained to serve as Financial Advisors to Client. More specifically, Inglewood will perform the following services, among others as requested by Client:

- Perform detailed review of Squirrels Research Labs LLC’s and The Midwest Data Company LLC’s (collectively “Debtor”) books and records prior to the filing for bankruptcy protection.
- Investigate the possible existence of transfers to insiders and assist in pursuing such transfers found.
- Testifying in hearings and other litigation related proceedings such as depositions.
- Otherwise assist Client as its financial advisor during the administration of the proceedings.

2. RELATIONSHIP OF PARTIES

The relationship of Inglewood to Client shall at all times be that of an independent contractor.

3. CONFLICTS

We have undertaken a limited review of our records for any potential client conflicts and have found none. We cannot be certain that all possible conflicting relationships have or will come to light. We take no responsibility for monitoring possible conflicts that may arise during the course of the engagement; however, should any conflicts come to our attention, we will notify you immediately. Should any conflicts be discovered, we ask that they be brought to our attention immediately.

4. TERM AND TERMINATION

This Agreement shall continue until terminated subject to the survival of certain provisions as set forth in Section 9.2 of this Agreement. The Client or Inglewood may cancel this Agreement at any time with or without cause upon written notice to the other party.

5. STAFFING AND PAYMENT TERMS

5.1 Fees for Services

All hours will be billed at Inglewood staff's hourly rates. Work on this engagement will be performed largely by Messrs. John K. Lane and Thomas P. Furnas, whose hourly rate are both \$295, and Mr. Scott D. McGurk, whose hourly rate is \$250. Additional Inglewood personnel will assist with this engagement, if needed, at rates ranging from \$225 to \$295 an hour. Should data entry and/or data management assistance be required of Inglewood, that work will be performed at \$120 an hour. Travel time is charged at one half of normal hourly rates.

Any estimates of fees that have been or will be provided are based on the timely provision of materials to Inglewood and timely responses to Inglewood's questions. Should significant delays be experienced, the hours required will increase. However, if Inglewood experiences significant delays and/or a lack of timely responses, Inglewood will notify Client. Additionally, should Client request the participation of Inglewood in efforts beyond those originally contemplated, actual hours will exceed any original estimates.

5.2 Expenses

During the term of this Agreement, Inglewood shall bill the Client for reimbursement of all reasonable out-of-pocket expenses that are incurred in connection with the performance of the duties hereunder. Such expenses could include mileage, telephone, airfare, tolls, hotel, meals, parking and other expenses directly necessary to complete the Engagement. Inglewood shall use its best efforts to minimize those expenses over which it has control.

Notwithstanding above, should Client file for bankruptcy protection the payment of Inglewood's expenses will be subject to the rules and approval by the appropriate Bankruptcy Court.

5.3 Actual Hours Worked

All estimates of fees or time required to complete the Engagement are provided for convenience only and are approximations of the anticipated amount of time needed to complete the Engagement. The Client will be invoiced based on the amount of time actually required to complete the Engagement.

5.4 Invoicing and Payment

Inglewood will bill Client monthly for services provided through the end of the prior month. Such invoices will be subject to the rules and approval by the appropriate Bankruptcy Court.

6. CONFIDENTIALITY

Inglewood understands that all work and communications relating to this engagement are expected to be confidential and will be so treated unless otherwise directed by you or required by law or court order. Nothing contained herein shall in any way restrict or impair either party's right to use, disclose or otherwise deal in information which at the time of disclosure is in the public domain, as evidenced by written publication, or which subsequently becomes part of the

public domain through no fault of Inglewood. This clause is in addition to a separate non-disclosure agreement entered into between Inglewood and Client effective March 25, 2015.

7. LIMITATION OF LIABILITY

Client hereby acknowledges that Inglewood has not made any representations or warranties, express or implied, of any nature as to the economic, financial or other results that may be obtained or experienced as a result of the Engagement.

In no event shall either party be liable for consequential, incidental, punitive, special, exemplary or indirect damages or expenses (including, without limitation, lost profits or other economic loss, lost reimbursements, lost data, attorney fees or lost savings).

8. DISPUTE RESOLUTION

Any controversies arising out of the terms of this Agreement or its interpretation shall be settled in the Bankruptcy Court for the Northern District of Ohio.

9. GENERAL PROVISIONS

9.1 Applicable Law

This Agreement is being executed by the parties in the State of Ohio, and it is understood that Inglewood will perform its services hereunder in that State. Accordingly, the Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by, and construed, interpreted and enforced in accordance with the laws of the State of Ohio.

9.2 Survival

If this Agreement terminates, the provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement, including but not limited to Sections 2 through 9, shall remain in effect beyond such termination or expiration until fulfilled.

9.3 Waiver

Waiver by one party of any breach by the other party shall only apply to those terms or provisions breached at that occasion. Such waiver shall not be a waiver of breach of the same terms or provisions on any other occasion, or a waiver of breach of any other terms or provisions hereof.

9.4 Notices

Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another. Such notice, demand, or other communication shall be sent to the following addresses:

If to Inglewood:

Mr. John K. Lane
Inglewood Associates LLC
9242 Headlands Road
Mentor, Ohio 44060
Telephone: (216) 533-5860
Email: jlane@ingw.com

If to the Client:

Frederic P. Schwieg, Esq.
Subchapter V Trustee for Squirrels Research Labs LLC, et al.
19885 Detroit Rd. 3239
Rocky River, OH 44116
Office: 440-499-4506
Email: fschwieg@schwieglaw.com

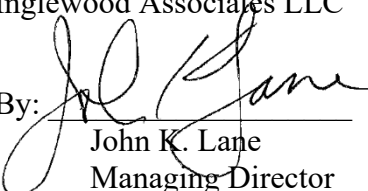
Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

9.5 Entire Agreement

This Agreement constitutes the entire understanding among the parties hereto, supersedes all prior written or oral representations, and this Agreement may not be modified, amended or otherwise changed in any manner except by a written instrument executed by both parties.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the day and year first written above. The parties hereto agree that facsimile or other electronic signatures shall be as effective as if originals. Please confirm that the foregoing is in accordance with your understanding by signing and returning one copy of this letter to Inglewood.

Sincerely,
Inglewood Associates LLC

By: 
John K. Lane
Managing Director

ACCEPTED AND AGREED TO:

Frederic P. Schwieg, Esq. in his capacity as Subchapter V Trustee for Squirrels Research Labs LLC, et al.

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IN RE SQUIRRELS RESEARCH LABS LLC, *ET*
*AL.*²

Debtors

CASE No. 21-61491-RK
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CHAPTER 11
SUBCHAPTER V
JUDGE KENDIG

**VERIFIED STATEMENT OF JOHN LANE PURSUANT TO FED RULE BANKR. P. 2014 IN SUPPORT
OF MOTION OF FREDERIC P. SCHWIEG, SUBCHAPTER V TRUSTEE TO EMPLOY INGLEWOOD
ASSOCIATES LLC AS FINANCIAL ADVISOR**

John K. Lane says as follows:

1. He makes the following statements from his personal knowledge.
2. He is the CEO/Managing Director at Inglewood Associates LLC (“Inglewood”) and makes this verified statement pursuant to the provisions of the Bankruptcy Code regarding the employment of professional persons by Frederic P. Schwieg, Subchapter V Trustee (“Trustee”) and in light of the restrictions and requirements imposed therein by the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and the Local Rules of this Court.
3. This verified statement is to affirm to this Court that neither affiant, nor any person with whom he is associated in Inglewood is a relative by blood or marriage of any Bankruptcy Judge of the Northern District of Ohio, the United States Trustee for the Districts of Ohio and Michigan, Region IX, or any employee of said U.S. Trustee, and that he is not now nor has he ever been so connected with any such person as to render its appointment or the Court’s approval of its appointment as accountant for the Trustee in the above-captioned matter improper.
4. He and Inglewood are “disinterested persons” as:
 - a) He is not and has not served as an employee of the debtor within two years before the petition filing.
 - b) He and Inglewood are not and have not been a general or limited partner of a partnership in which the debtor is also a general or limited partner.

² The “Debtors” in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Squirrels Research Labs LLC (9310), case no. 21-61491 and The Midwest Data Company LLC (1213), case no. 21-61492.

- c) He and Inglewood are not an insider of the debtor.
- d) He and Inglewood have not been paid fees prepetition and are not owed for prepetition claim nor do they hold a security interest guarantee or other assurance of compensation for services performed and to be performed in the case.
- e) There is no agreement of any nature as to the sharing of any compensation to be paid to them other than employment contracts with Inglewood.
- f) He and Inglewood do not have any interest materially adverse to the interest of the estate or of any class of creditors by reason of any direct or indirect relationship to, connection with the debtor, or for any other reason.
- g) The rates of compensation set forth in the attached schedule and the Trustee's application to employ Inglewood are true and are the customary and usual rates charged by Inglewood for such services. and that Inglewood will seek compensation based upon such normal and usual hourly billing rates. These hourly charges are those in effect as of the date of this Application and may be increased in the ordinary course, from time to time, during the pendency of this case.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

/s/ John K. Lane

John K. Lane

**IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF OHIO**

IN RE SQUIRRELS RESEARCH LABS LLC, *ET*
*AL.*³

Debtors

CASE No. 21-61491-RK
(JOINTLY ADMINISTERED)
CHAPTER 11
SUBCHAPTER V
JUDGE KENDIG

**ORDER GRANTING MOTION OF FREDERIC P. SCHWIEG, SUBCHAPTER V TRUSTEE TO EMPLOY
INGLEWOOD ASSOCIATES LLC AS FINANCIAL ADVISOR.**

The matter before the Court is the Motion of Frederic P. Schwieg, Subchapter V Trustee to Employ Inglewood Associates LLC as Financial Advisor [Doc. ____] in this case. No party has objected to the Motion, the Court has reviewed the Motion finds the same well taken and it is hereby GRANTED.

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Prepared by:

/s/ Frederic P. Schwieg, Esq.

Frederic P. Schwieg, Esq. (0030418)

Attorney at Law

19885 Detroit Rd. 3239

Rocky River, OH 44116

(440) 499-4506

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ECF Service

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